



**REQUEST FOR QUALIFICATIONS (RFQ)
Multi-Disciplinary Planning, Environmental
and Incidental Engineering Support Services**

**County of San Bernardino
Solid Waste Management Division
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017**

September 2006

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I. Introduction

A. Purpose

The County of San Bernardino, through the Solid Waste Management Division, (hereinafter referred to as "County") is inviting responses from qualified vendors to provide multi-disciplinary engineering, planning and permitting support services for the County's solid waste disposal system.

A Request for Qualifications (RFQ) is used to solicit and evaluate interested applicants and/or agencies/organizations to determine if they possess the required qualifications and experience to provide specified services. The objective of this RFQ for Multidisciplinary Services is to contract with licensed and qualified applicants/firms/agencies to provide the needed services. After evaluating proposals and eliminating respondents who do not meet the criteria of the RFQ, the County will create a list of Board-authorized list of Vendors who will have work issued to them on an as-needed basis. As services are required, qualified Vendors will be contacted based on their area of expertise (as outlined in Exhibit H). SWMD staff will make a final selection as to which Vendor is used based on several factors, including but not limited to: cost and timeframe to provide/complete the services necessary.

B. Period of Contract

The term of the pre-approved list will be for a period not to exceed three (3) years. The pre-approved list is expected to take effect upon approval of the County of San Bernardino Board of Supervisors, and end June 30, 2009.

The County reserves the right to negotiate an extension of the contract up to two (2) additional years, solely within its discretion. Any extensions are subject to Board of Supervisor approval.

C. Mandatory Vendor Requirements

All Vendors must:

1. Have no deficiencies or unsatisfactory performance on any past County contract(s).
2. Possess the knowledge and experience necessary to successfully perform the work described in the RFQ at the time the agreement is executed and for the duration of the contract. The vendor must have the resources to perform the work.
3. Specifically, the vendor must have successfully completed projects in some or all of the following categories to be eligible for the pre-approved list:
 - CEQA documents and mitigation monitoring;
 - Five year permit reviews;
 - Permit revisions/amendments for operational and design changes;
 - Coordination of regulatory agency interaction;
 - Biological, archaeological, paleontological, air quality and traffic assessments;
 - Planning Studies;
 - Preparation/Revision of Landfill Master Planning Documents;
 - Financial assurance analysis and assistance;
 - Operation Support/Review;
 - RFP/RFQ Development;
 - Planning and/or feasibility studies

A successfully completed project can be one performed by the vendor or its subcontractor.

Experience in these areas shall be included as described in Section VI of this proposal.

4. Possess valid licenses, permits and/or certifications, as required by the State of California, to perform the type of services being requested in this RFQ. Validity of licenses/permits/certifications will be verified by the copies you provide with your proposal.
5. Provide three (3) references from other agencies, two (2) of which need to be a government, agency (not including the County of San Bernardino) that you have established a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Attachment G** - References.
6. Vendor must have working capital of at least \$500,000 (as documented in tax returns).
7. Vendor may not have declared any form of Bankruptcy in the last five (5) years.
8. Submit proposal in the manner as stated in Section VI of this proposal.

D. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before **12 Noon (PST) on Wednesday, September 27, 2006**, and directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted to the Internet on Monday, **October 2, 2006**.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

Nancy Sansonetti, Supervising Planner/Chief
San Bernardino County Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

Fax Number: (909) 386-8964
Email: nsansonetti@swm.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFQ has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFQ can be presented in writing as indicated in Section I, Paragraph D.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph E, no later than **2 p.m. on Monday, October 17, 2006**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

II. Proposal Timeline

Release of Board Approved RFQ	September 15, 2006
Deadline for Submission of Questions	12 Noon (PST) on Wednesday, September 27, 2006
Responses to Questions Posted to Internet	Monday, October 2, 2006

Deadline for Proposals	2 p.m. (PST) on Monday, October 17, 2006
Tentative Date for Interviews/Presentations	October 2006
Tentative Date for Awarding Contract	November 2006

III. Proposal Conditions

A. Contingencies

This RFQ does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFQ.

C. County of San Bernardino Reserves Right:

- to immediately dismiss a Vendor from a job if work is found to be deficient in any manner. In the event of such a dismissal, the Vendor will be notified of such deficiency orally and in writing. The County may allow the Vendor the opportunity to remedy the deficiency within twenty-four (24) hours of such notification or it may terminate service immediately and offset the cost thereof from any amounts due the Vendor under this Agreement or otherwise.
- To invoice Vendor for all costs incurred by the County, including assessed fines and/or penalties, for Vendor's incorrect, late or non-performance of obligations under an accepted job assignment. These costs may be offset from any amounts due the Vendor under this Agreement or otherwise.

D. Notice of Cancellation

The County reserves the right to cancel, for the County's convenience, the contract with any vendor, or all vendors, upon ten (10) day written notice of cancellation.

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

F. Incurred Costs

This RFQ does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

G. Negotiations

The County may require the potential Vendor/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

H. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

I. Alternate Proposals

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

J. Formal Contract

Vendor will be required to enter into a formal agreement with the County. This RFQ sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFQ, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFQ will result in a waiver of objection to any of the contract language.

K. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. Scope of Work

A. Background

The County of San Bernardino Solid Waste Management Division (SWMD) operates and manages the County's solid waste disposal system, which consists of six regional sanitary landfills, thirteen inactive/closed sanitary landfills, eighteen closed disposal sites, eight transfer stations and five community collection centers. The six regional landfills provide refuse disposal to the County's valley, mountain, north desert and south desert regions. The County contracts out the operations and maintenance of the active landfills, the closed/inactive landfills, the transfer stations and the collection centers.

The SWMD is regulated by numerous agencies including the following: three California Regional Water Quality Control Boards (the Lahontan Region, Santa Ana Region and Colorado River Region), California Integrated Waste Management Board, the Local Enforcement Agency and two Air Quality Management Districts (South Coast and Mojave). In addition, SWMD's operations and capital projects often require negotiations with other federal, state and local agencies, such as the U.S. Fish & Wildlife Service, Army Corp of Engineers, California Department of Transportation, County Land Use Services, and cities located within the County. During the day-to-day operations of the County's refuse disposal system there is often a need to quickly respond to many of the aforementioned agencies comments or concerns. In order to improve SWMD's interaction with these agencies, and due to the amount of permitting and agency coordination required by the division, SWMD is seeking to develop a list of pre-approved vendors to provide environmental and support services on an as-needed basis.

B. Process

The RFQ shall remain open and in effect until June 30, 2009. Applications shall be evaluated and successful applicants added to the Vendor List. When a task is to be assigned, the Vendor List will be consulted for those Vendors meeting the specific criteria for that task (as evaluated by completion of Attachment H). If additional Vendors submit for inclusion on the existing list, their applications will be evaluated by the committee when received. Successful applicants will be included on the existing list for consideration.

C. Vendor Responsibilities

1. Vendor is required to be familiar with all specifications, terms and conditions of the agreement.
2. Vendor is required to provide labor, supplies, and equipment. All personnel must be adequately trained and supervised.
3. Vendor is required to possess and maintain all appropriate permits and licenses necessary in the performance of services required under the agreement. Vendor will provide copies of licenses upon request.
4. Vendor is required to maintain adequate files and records and meet statistical reporting requirements.
5. Vendor is required to have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
6. Vendor is required to fulfill the standard contract requirements, including indemnification and insurance, as required by the County.
7. Vendor is required to ensure that its staff conform to applicable laws, regulations and standards of various authorities.
8. Vendor is required to develop policies and procedures consistent with State/Federal guidelines.

D. Vendor Duties and Services

The scope of work includes multi-discipline services in engineering, planning & permitting projects including but not limited to the following:

- **CEQA Support Services:** The consultant will coordinate preparation of CEQA documents for various capital improvement projects or for changes in operational procedures at disposal facilities. Capital improvement projects undertaken by the SWMD (e.g., slope stabilization, grading outside of the permitted landfill footprint, sedimentation basin construction, construction of support facilities) are often subject to the requirements of CEQA. The selected consultant will provide environmental analysis and prepare documentation in connection with project development and permit processing. Specific services could include preparation of Initial Studies and CEQA determinations; development of Exemptions, Negative Declarations, and EIR processing; and coordination of noise, traffic, and air quality studies.
- **Prepare Five Year Permit Review:** The consultant will assist the SWMD to compile and evaluate information both from within the operating record and as result of field observation to determine if any design and/or operational changes had occurred within the proceeding five year period at the active SWMD disposal facilities. This work includes, but is not limited to, gathering and review of Reports of Disposal Site Information, Reports of Waste Discharge, Joint Technical Documents, Periodic Site Reviews, Closure and Post-Closure Maintenance Plans, Conditional Use Permits, Annual and Quarterly Landfill Gas and Ground Water Monitoring Reports as well as any other Technical Reports.
- **Preparation of Permit Revisions and/or Amendments:** The consultant will assist the SWMD in the preparation of permit revisions/amendments for operational and design changes at SWMD disposal facilities. This includes assisting the SWMD in the development and/or revision of Reports of Disposal Site Information, Reports of Waste Discharge, Joint Technical Documents, Periodic Site Reviews, Closure and Post-Closure Maintenance Plans, Conditional Use Permits, and Subtitle D documentation.
- **Coordinate Regulatory Agency Interaction:** The consultant will coordinate interaction with appropriate local, state, and federal agencies in support of anticipated capital improvement

projects. The consultant will assist the SWMD in communications with the regulators, or will communicate directly with the regulators on the SWMD's behalf to facilitate the implementation of projects. This could include attending meetings and preparing and/or giving presentations in support of projects, and providing technical support to SWMD during interactions with the agencies. In addition, the consultant will support the SWMD in any interactions with individuals, citizens groups, and City officials during the permit review and approval process. The consultant will also advise the SWMD on any changes to local, state, and federal solid waste regulations, and the impacts of these changes on the County waste disposal system.

- **Biological, Archeological, Paleontological, Air Quality and Traffic Assessments:** The selected consultant will coordinate on-call biological, paleontological, cultural, air quality and traffic resource assessments in support of improvement projects. This could include conducting inventories and evaluation of riparian habitat, delineating watercourses, evaluating biological and cultural resources of affected parcels, ascertaining effects of development on air quality, reviewing potential traffic impacts, developing mitigation plans, and preparing appropriate plans and drawings suitable for permitting documents.
- **Planning Studies:** The consultant will prepare planning and evaluation studies to the SWMD related to solid waste facility operation, management, and environmental control issues. Typical planning/evaluation studies could include waste composition, growth projections, and air space capacity/utilization studies; modeling and statistical evaluations; evaluation of anticipated environmental mitigation requirements; long-range facility improvement scheduling; and identification of critical path schedules for different system development scenarios.
- **Preparation/Revision of Landfill Master Planning Documents:** The consultant will review/update the landfill Master Development Plans to reflect changing site conditions and proposed development objectives. This could include preparation/update of phased development plans, fill plans, master excavation and final grading plans; preparation of phased drainage and landfill gas management plans; and planning related to the development of landfill entrance facilities and other waste disposal infrastructure.
- **Financial assurance analysis and assistance:** The consultant will evaluate the status and adequacy of insurance compliance, operator liability compliance, site closure financial assurances, and other financial and administrative items.
- **Operations Support and Review:** The consultant will review effectiveness of current waste disposal practices, and where appropriate, recommend improvements. The consultant will work with the SWMD and the system operator in identifying strategies to extend landfill life, reduce operational costs, and facilitate more efficient grading and filling procedures.
- **RFP/RFQ Development:** The consultant will provide technical guidance to the SWMD on critical aspects of developing Requests for Proposals (RFPs)/Requests for Qualifications (RFQs) for future capital improvement projects. This will include and development of project background information, identification of key project tasks, and development of required scopes of work for specific RFPs/RFQs.

- **Feasibility Studies:** The consultant will perform technical and/or feasibility studies as directed by SWMD for planning and senior management decision making in support of the waste management system.

E. Vendor Qualifications

Vendors are required to submit with this proposal the following documents and information for review:

1. Resumes of the staff who will be handling the County's account. Indicate the actual job/service that they will be doing for the County.
2. Complete listings of current clients similar in nature to the County (provide contact name and phone number).
3. Vendor registration with County.
4. Company's policy statement on the Immigration Reform and Control Act of 1986.
5. Audited financial statement for past two years [or documentation as outlined under Section 8(a)].

F. Vendor's Guarantee

The Vendor guarantees its services will be satisfactory to the County, as required in this agreement. If the County is dissatisfied with the Vendor's services, the County has the right to terminate any agreement for service resulting from this document and be relieved of the obligation of continuing with the agreement.

H. Price Guarantee and Price Escalation

1. All prices will be considered firm for the entire period of the contract unless otherwise stated.
2. Should the minimum wages, social security, state disability or SUI increase, the right is reserved to Vendor to adjust prices accordingly in accordance with the policies and procedures stated herein.
3. Written request and substitution of cost increases must be submitted to the County at least thirty (30) days in advance of any price adjustment to the contract.
4. No retroactive price adjustments shall be permitted.
5. In the event a request for a price adjustment is submitted, the County shall have the discretion to take various actions, including but not limited to the following:
 - (i) Accept the price adjustments and continue performance of the contract through the initial term;
 - (ii) Negotiate price adjustments with the Vendor;
 - (iii) Terminate the contract prior to the completion of the initial term of the contract.
6. No price adjustments shall be effective without the prior written approval of the County
7. Price adjustment will be based upon the individual's rate pay; not the percentage of markup.

I. Billing

1. Vendor shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. Vendor's itemized monthly invoice shall be in the form of a Invoice Summary attached and incorporated herein as Exhibit "1." The County shall make payment to Vendor within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

2. Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees to the Vendor on the compensation due Vendor under the terms of this Contract.

V. Contract Requirements

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the Primary contact is not available.

5. Change of Address

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

7. Agreement Assignability

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

8. Agreement Amendments

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

9. Termination for Convenience

The County for its convenience may terminate in whole or in part upon ten (10) calendar day's written notice this Contract. If such termination is effected, payment will be made to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B, Indemnification.

11. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. Licenses and Permits

Vendor shall ensure that it maintains in full force and affect all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations.

The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this contract.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

15. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who

terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

17. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission such that materially inaccurate information has been provided to the County during the RFQ process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, A, 9 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

20. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

21. Electronic Fund Transfer Program

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for vendor payments. Instead of creating a paper check the County will, with the vendor's approval, directly deposit funds to the vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- a. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- b. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- c. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d. Employee Automotive Liability Insurance - If the services to be performed under this agreement require Vendor's employee to drive a vehicle, Vendor's employee must possess a valid California driver's license at all times during the performance of this Agreement. Vendor's employees are prohibited from driving County owned vehicles as part of the services performed.

In order for Vendor's employees to be able to use a private vehicle during the performance of this Agreement, Vendor's employees shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Such requirements currently are:

- Fifteen Thousand Dollars (\$15,000.00) for single injury or death;
- Thirty Thousand Dollars (\$30,000.00) for multiple injury or death;
- Five Thousand Dollars (\$5,000.00) for property damage.

Vendor's Automobile Liability coverage will serve to augment Vendor's employees' vehicle liability coverage as per the specified limits of not less than one million dollars (\$1,000,000.00) per occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

VI. Proposal Submission

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFQ, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act." If a potential Vendor feels that their proposal is privileged and/or protected work product, a statement to that effect, along with justification, shall be submitted with the application package. .

B. Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, single-spaced, double-sided (on recycled paper) and with normal (1 inch) margins. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and seven (7) copies, total of eight (8), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFQ Number, RFQ Title, and Proposal Due Date.
3. Hand carried proposals may be delivered to the address listed in Section I, paragraph E, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Vendors must provide the following information in the following format:

1. Cover Page

Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.

2. Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Statement of Experience

Include the following in this section of the proposal:

- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
- b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.

- c. A statement that the prospective Contractor has a demonstrated capacity to perform identified services of the required services.

4. Mandatory Vendor Requirements

Complete, initial, sign and include in the submitted proposal, Mandatory Vendor Requirements, Attachment C.

5. Exceptions to RFQ

Complete Attachment D and include in submitted proposal.

6. References

Provide a minimum of three (3) from other agencies, two (2) of which should be government agencies, that you have established a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on Attachment G - References.

7. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

8. Vendor's Financial Capability

- a. Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information

- Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Complete **Attachment H** indicating areas of experience. A minimum of three (3) projects shall have been complete in any area for experience to be considered.

All proposals will be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of appropriate County personnel from various County departments, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review

- a. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
- b. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFQ.
- c. Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in **Attachment C**.
- d. Prospective Vendors must provide at least three (3) references from other agencies that they have provided the same or similar service as being requested in this RFQ, **Attachment G**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

2. Final Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Proposed cost, **Attachment F**.
- b. Vendor's qualifications and experience in providing these services.
- c. Vendor's financial stability. This review will be based upon Vendor provided business financial statements.
- d. Vendor's proposed plan to achieve the Scope of Work, as outlined in Section IV.
- e. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFQ.
- f. Vendor may be scheduled to make a timed presentation before the evaluation committee.

C. Contract Award

1. The Vendor List will be based on a competitive selection of proposals received. Individual contracts/purchase orders will be awarded as work is needed, based on the Vendor's area(s) of specialty with consideration given to cost and estimated completion date. (Other factors may be used, if necessary).
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.
3. It is anticipated that the County will award one or more contracts for the outlined services based on need. The County does not guarantee that Vendor(s) will receive any assignments and reserves the option to make award(s) as it deems to be in the best interest of the County.
4. The County will make referrals based upon a match between the prospective project and the qualified vendor. The County makes no assurance regarding any minimum or maximum number of contracts to be awarded in this RFQ process. Furthermore, for any contracts awarded as a result of this RFQ, the County **does not** guarantee a minimum number of projects to be served by the Vendor.

The County realizes that conditions other than price are important and will award contract(s) which are based on the proposal that best meets the needs of the requested Bid.

5. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFQ requirements is critical to a successful proposal.
6. The County has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12) "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and

Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and

Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Peter H. Wulfman, Division Manager
County of San Bernardino
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

PROPOSAL CHECK LIST Attachment A

Use this checklist to insure that all items requested have been included. This form is to be completed and included in the proposal.

	Items Completed	Page (s)
1	Attachment A – Proposal Checklist	
2	Attachment B – Cover Page	
3	Attachment C – Mandatory Vendor Requirements	
4	Attachment D – Exceptions to RFQ	
5	Attachment E – Statement of Certification	
6	Attachment F – Proposed Cost Sheet	
7	Attachment G – References	
8	Attachment H – Areas of Experience	
9	Company's service agreement and satisfaction guarantee	
10	Policy statement on Immigration Reform Act of 1986	
11	Current financial information (two years)	
12	List of resources and sub-contractors	

ATTACHMENT B – COVER PAGE

VENDOR'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFQ REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____ TITLE: _____

ATTACHMENT C- MANDATORY VENDOR REQUIREMENTS

The following requirements apply to all prospective vendors.

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	Have acceptable projects in the service areas outlined in the RFQ. This information must be included on Attachment H – Areas of Experience .		
3.	Must be currently licensed to do business in California, which will be validated by you providing copies of any licenses and/or certifications you maintain with proposal.		
4.	Provide three (3) references from other agencies, two (2) of which should be government, that you have established a contract with for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on Attachment G – References .		
5.	Vendor must have a working capital of at least \$500,000.		
6.	Vendor may not have declared any form of Bankruptcy in the last five (5) years.		
7.	Meet other presentation and participation requirements listed in this RFQ.		
8.	Submit proposal in the manner as stated in Section VI of this proposal.		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT D– EXCEPTIONS TO RFQ

SAN BERNARDINO COUNTY SOLID WASTE MANAGEMENT DIVISION

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFQ, including the Contract Requirements, in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFQ, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT E– STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for in response to County of San Bernardino

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFQ and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

Signature

Date

Print name

Company

ATTACHMENT F– Proposed Cost Sheet

COST SHEET

PLEASE ATTACH COST INFORMATION TO THIS SHEET.

ATTACHMENT G- REFERENCES

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

*Enter "**Present**" if still providing the services

ATTACHMENT H–Areas of Experience

Please check appropriate boxes below for services you wish to be considered a qualified vendor for. Acceptable projects shall have been completed for experience to be considered.

GENERAL	Waste Management Permitting Experience	
	General Permitting	
	5 Year Permit Review	
	Permit Revisions	
	Financial Assurance Analysis/Assistance	
	Regulatory Agencies - Experience with:	
	Local Enforcement Agencies (LEA)	
	California Integrated Waste Management Board (CIWMB)	
	State Water Resources Conservation Board (SWRCB)	
	Regional Water Quality Control Boards (RWQCB)	
	Air Quality Management Districts (AQMD)	
	Other:	
SPECIFIC	California Environmental Quality Act (CEQA)	
	Initial Studies	
	Environmental Impact Reports (EIRs)	
	Mitigation Monitoring	
	Feasibility Studies	
	Civil Engineering	
	Biological	
	Desert Tortoise	
	Delhi Sands Flower-Loving Fly	
	Mohave Ground Squirrel	
	Bald Eagle	
	Trees	
	Plants	

ATTACHMENT H--Areas of Experience Cont'd

	Birds	
	Archeological	
	Paleontological	
	Tribal	
	Noise	
	Air Quality	
	Traffic	
	Aviation Safety	
	Geology	
	Hydrology and Groundwater	
	Hazardous Waste/Materials	
	Other:	

Standard Contract EXHIBIT 1

INVOICE SUMMARY

Company Name/Letterhead

Remit to Address
City, State, Zip Code

SAMPLE

Date

Invoice # _____

County of San Bernardino
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

Attention: Fiscal Section

Project Title:

Description of the Project:

Contract #:

00-000

INVOICE SUMMARY

Site Location	Task #	Scope of Work	Amount	Less Retention	Net Amount
			\$	(\$)	\$
			\$	(\$)	\$
			\$	(\$)	\$
Total Current Charges			\$		
Less: 10% Retention			(\$)		
Total Charges Due			\$		

Submitted by: _____
(Name) (Title)

(Telephone)

Note: ALL terminology should be consistent with language used in the contract.